

**HOME INVESTMENT PARTNERSHIPS PROGRAM TENANT BASED RENTAL ASSISTANCE AWARD  
AGREEMENT**

**AGREEMENT NO. «Award\_»**

**THIS HOME INVESTMENT PARTNERSHIPS PROGRAM TENANT BASED RENTAL ASSISTANCE AWARD AGREEMENT** (this “Agreement”) is made and entered into by and between the Indiana Housing and Community Development Authority (the “IHCD” or “Authority”), a public body corporate and politic of the State of Indiana (the “State”), and «Agency» an Indiana not-for-profit corporation (the “Recipient”),

**WITNESSETH:**

**WHEREAS**, the Authority has been designated to receive, administer, and disburse funds under the HOME Investment Partnerships Program (“HOME”) created under The National Affordable Housing Act of 1990, as amended (“the Act”) As part of its HOME Program, IHCD has designed a tenant-based rental assistance (“TBRA”) program to provide rental assistance payments to persons who were previous offenders and are now at risk of being homeless or are currently homeless; and,

**WHEREAS**, the Recipient has applied to the Authority for HOME funds and the Authority desires to make available HOME funds to the Recipient for the purpose of promoting affordable, decent, safe, and sanitary housing in Indiana.

**NOW, THEREFORE**, in consideration of the following mutual promises, the covenants, and conditions herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein as though set forth in their entirety.
2. **Award, Project, Budget.** The Authority awards the Recipient the sum of «LongAwardAmt» and 00/100 Dollars (\$«Award\_Amt\_Granted») (the “Award”) for use by the Recipient pursuant to its application, submitted to IHCD on «AppReceived\_date» as approved and or modified by the IHCD (the “Application”), exclusively for the purpose and Tenant-Based Rental Assistance (“TBRA”) project outlined therein (the “Project”). Amendments to the Application resulting from Project negotiations or corrections of the Application to meet statutory and regulatory requirements are attached hereto, made a part hereof, and marked Exhibit A (“Amendments and Technical Corrections to the Project or Program”). The Recipient has submitted a detailed budget for the Project that has been attached to this Agreement marked as Exhibit B (“Budget”), attached hereto and made a part hereof.
3. **Representations, Warranties, and Covenants of Recipient.** The Recipient hereby represents and warrants to the Authority and covenants with the Authority that:
  - (a) It shall timely perform or contract to have performed all work specified in the Application;
  - (b) It shall, from time to time, timely and promptly do each and every act and thing that may be necessary and/or appropriate to perform its duties and obligations under this Agreement, the Application, and the IHCD’s current version of its TBRA Administration Manual, as amended from time to time (the “Award Manual”);
  - (c) It shall not request any payment under this Agreement from IHCD until those funds are actually needed to pay for eligible expenses;
  - (d) Its request for any such payment shall be limited to the amount of expenses actually incurred by the Recipient at that time;

- (e) It shall promptly repay IHCD for any HOME funds it utilizes for expenses that are deemed “ineligible” by any of the following: IHCD, HUD, 24 CFR 92, an A-133 audit, or the Award Manual;
  - (f) It shall not expend any part of the award for purposes other than the Project or spend any more of the Award for any class of items or activities than the amount allocated for such purposes in the appropriate line item of the Budget, a copy of which is attached hereto, made a part hereof, and marked Exhibit “B”;
  - (g) All work and activities authorized and/or contemplated under this Agreement, the Application, and the Project will be performed in strict obedience, compliance, and observance of all applicable laws, rules, regulations, and executive orders of all Federal, state, and local governments and regulatory bodies, including the provisions of the Award Manual and its application, as amended from time to time;
  - (h) It shall timely submit such records and reports as may be required from time to time by the Authority or the United States Department of Housing and Urban Development (“HUD”);
  - (i) It has not taken and will not take any action or permit any action that is within its control to be taken or fail to take any action that would impair the Award or the Project. It shall timely prepare all fiscal and management records required by the Award Manual and/or the Authority that are necessary or appropriate to effectively administer the Award and/or monitor the Project;
  - (j) It guarantees total satisfactory performance of all work contemplated by this Agreement, and it shall take any and all action necessary to correct or otherwise cure any problems or deficiencies identified by the Recipient or the Authority during their respective monitoring and evaluation of the Award and the Project;
  - (k) No information or statement furnished by it to the Authority contains, and no report required to be or otherwise delivered by it to the Authority will contain, any untrue statement of a material fact or will omit to state any material fact necessary to make such information, statements, or reports not misleading;
  - (l) It will maintain books, records, documents, and other evidence pertaining to the Project and all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all activities undertaken in connection with the Project and all costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs of whatever nature, for which payment is claimed under this Agreement. Such records shall be maintained for five (5) years after the date on which the affordability requirements applicable under 24 C.F.R. 92.252 and 24 C.F.R. 92.254 expire. Records shall be retained beyond the prescribed period if any litigation, claim, negotiation, audit, or other action is begun involving this Agreement or the Project. In that instance, the records shall be retained until the litigation, claim, negotiation, audit, or other action has been finally resolved. Records covering displacement and acquisition must be retained for not less than five (5) years after the date by which all persons displaced and all persons whose property is acquired for the Project have received the final payment to which they are entitled under 24 C.F.R. 92.353.
4. Term of Agreement. This Agreement shall commence as of «Long\_Award\_Date» (“Effective Date”) and shall remain in effect «Exp\_Date» throughout \_\_\_\_\_ (“the “Expiration Date”). The Recipient must expend and disperse the entire amount of the Award within twenty-four (24) months of the Effective Date of this Agreement.
5. Method of Payment. Unless otherwise provided in the Amendments and Technical Corrections to the Project, the Recipient shall request payments from the State’s HOME Investment Trust Fund. The IHCD shall disburse to the Recipient an amount not in excess of the Award upon: (i) receipt of a request for disbursement on form “Claim Voucher” properly executed by the Recipient; (ii) receipt of all proper materials, receipts, and approvals provided herein, together with such other documentation as the Authority may, from time to time, request; and (iii) appropriate assurance and/or evidence satisfactory to the IHCD

that the Recipient is in full and strict compliance with the requirements of this Agreement, the Act, and all implementing regulations promulgated by HUD.

6. Limitations on Expenditures of Program Funds.

- (a) Costs associated with the environmental review, program delivery, or property acquisition may be incurred by the Recipient, if authorized by IHCD. The Recipient must request in writing a "Pre-Award Release of Funds Letter". However, authorization by IHCD to incur any costs, including environmental review, program delivery, or property acquisition costs, does not constitute a guarantee that such costs will be paid or reimbursed by the Authority. All costs incurred by the Recipient prior to the execution of the Award and receipt of a "Notice of Release of Funds and Authorization to Incur Costs" from IHCD, are incurred voluntarily, at the Recipient's risk, and upon its own credit and expense.
- (b) The Recipient shall not obligate or utilize HOME funds for any activities requiring a notice of release of funds by the State under the Environmental Review Procedures applicable to the HOME program set forth in 24 C.F.R. Parts 50 and 58, and any successor statute or regulation, until such release is issued in writing.

7. Termination; Cancellation of Funding.

- (a) By the IHCD for Breach. The IHCD may immediately suspend or terminate this Agreement if the Recipient fails to comply with any material term of this Agreement.
- (b) By Recipient. This Agreement may be terminated at any time, by the Recipient, with or without cause, upon thirty (30) days written notice. Written notice of such termination must be sent to the IHCD by certified mail, return receipt requested, postage prepaid. After mailing of such notice of termination, no new or additional liabilities shall be incurred without the prior written approval of the IHCD.
- (c) For Convenience. This Agreement may be terminated, in whole or in part, by the IHCD whenever, for any reason, the IHCD determines that such termination is in the best interest of the IHCD. Termination shall be effected by delivery to the Recipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Recipient shall be compensated for completion of activities properly performed prior to the effective date of termination. The IHCD will not be liable for activities performed after the effective date of termination.
- (d) Funding Cancellation. When the Director of the State Budget Agency or the Executive Director of IHCD makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall automatically terminate. Any determination by the Budget Director or the Executive Director of IHCD that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- (e) Cross-Default. This Agreement may be suspended and/or terminated immediately if the Recipient has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between the Recipient and the IHCD. In this event IHCD may de-obligate and/or redistribute all or any portion of this award to another recipient. Further, Recipient's breach or default with respect to other agreements or obligations related to the Project shall constitute a material breach of this Agreement.
- (f) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the Recipient shall account for and transfer to the IHCD any unexpended funds on hand, any accounts receivable attributable to the use of the Award, and all program income relating to the Award.

8. Indemnification. The Recipient shall indemnify, save, and hold harmless the IHCD, its directors, officers, employees, and agents of and from any and all claims, losses, damages, or expenses (including

reasonable attorneys' fees) arising out of or in any way related to failure or alleged failure of the Recipient to strictly and timely perform its services, duties, and obligations promptly and properly under this Agreement. This section shall survive the termination or expiration of this Agreement.

**NOTE:** Any action, review, recommendation, approval, or other activity taken by or on behalf of the Authority does not expressly or impliedly, directly or indirectly, suggest, represent, or warrant that the Recipient or the Project is in compliance with applicable statutes, rules, regulations, applications, or other statements. Rather, the Recipient acknowledges that it is solely responsible for all such matters.

9. **Insurance and Maintenance:** The Recipient shall maintain sufficient insurance to cover the cost of replacement due to loss by fire, theft, or accidental damage for all real property rehabilitated, operated, owned and/or purchased under this Agreement throughout the affordability period set forth in 24 CFR 92.252 for rental housing or 92.254 for homeowner housing. IHCDCA shall be named as an additional insured under such policies of insurance. The Recipient shall also be responsible for the maintenance and upkeep of all such property.
10. **Award Conditioned Upon Receipt of HOME Allocation.** All advances of the Award under this Agreement are subject to receipt by the State of sufficient Federal funds under the HOME program. Any termination, reduction, or delay of HOME funds to the State shall, at the option of the Authority, result in termination, reduction, or delay in making Award funds available to the Recipient.
11. **Notice to Parties.** Whenever any notice, statement, or other communication shall be sent to any party, it shall be sent to the following address, unless otherwise specifically advised by the Recipient:
  - (a) Notices to the Recipient shall be sent to:  
«Agency»  
«Address»  
«City», IN «Zip»  
**Attention: IHCDCA Award Administrator**
  - (b) Notices to IHCDCA shall be sent to:  
**Indiana Housing and Community Development Authority**  
**30 South Meridian Street, Suite 1000**  
**Indianapolis, IN 46204**  
**Attention: HOME**
12. **Lobbying Activities.** Pursuant to 31 U.S.C. § 1351 (and any applicable successor section), and any regulations promulgated thereunder, the Recipient hereby certifies that no federally-appropriated funds have been paid, or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment to, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, the Recipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruments.
13. **Non-Discrimination Clause.** Pursuant to applicable Federal and state law, the Recipient and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract. In addition, the Recipient shall also carry out the Project in compliance with 24 CFR 92.350.

13. Maintaining a Drug-Free Workplace (Executive Order No. 90-5).

Pursuant to Executive Order No. 90-5, April 12, 1994, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total of which amount exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Applicant and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Recipient certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Applicant's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug use conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c)-(2) above, or otherwise receiving actual notice of a conviction;
- (e) Within thirty (30) days after receiving notice under subdivision (c)-(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

14. Independent Contractor. All parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees or agents of the other parties for any purpose whatsoever. Except as set forth in Section 8 of this Agreement, Neither party will assume liability for any injury to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

15. Uniform Administrative Requirements. The Recipient certifies that it will comply with the requirements and standards of all applicable provisions in the following:

- (a) OMB Circular No. A-87;

- (b) OMB Circular No. A-122;
  - (c) Applicable sections of 24 CFR part 85, “Uniform Administrative Requirements of Grants and Cooperative Agreements to State and Local Governments”;
  - (d) 24 CFR part 84 “Uniform Administrative Requirements of Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations”; and
  - (e) 24 CFR subpart H, as applicable, except for 92.357.
16. Assurances and Certifications. The Recipient agrees to comply with the “Assurances and Certifications” set forth in Exhibit C. Those “Assurances and Certifications” are fully incorporated herein, and made a part hereof by reference.
17. Federal Funding Accountability and Transparency Act of 2006 (“FFATA”). FFATA reporting requirements will apply to any funding awarded by IHCDA under this Agreement in the amount of \$25,000 or greater. The Recipient, as a sub-recipient, must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Recipient, the unique identifier of Recipient’s parent, and relevant executive compensation data, if applicable (see subsection C below regarding executive compensation data).
- A. Data Universal Numbering System (DUNS) number  
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Recipient shall provide IHCDA with a valid Dun & Bradstreet (“D&B”) Data Universal Numbering System (“DUNS”) number that identifies the Recipient. Accordingly, the Recipient shall register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement if it does not currently have a DUNS number. A DUNS number may be requested from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- B. Central Contractor Registration (CCR)  
The Recipient shall register in the System for Award Management (“SAM”) formerly known as Central Contractor Registry (“CCR”), which is the primary registrant database for the U.S. Federal Government, and shall enter any information required by FFATA into the CCR, update the information at least annually after the initial registration, and maintain its status in the CCR throughout the Effective Period of this Agreement. Information regarding the process to register in the CCR can be obtained at <http://www.ccr.gov/startregistration.aspx>.
- C. Executive Compensation  
The Recipient shall report the names and total compensation of the five (5) most highly compensated officers of Recipient in CCR if the Recipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Recipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the CCR under FFATA, provided, that the Recipient shall still register and submit the other data requested.
18. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Indiana.

19. Headings. The headings and subheadings herein are for the convenience of the parties hereto and shall have no legal effect upon the construction of this Agreement.
20. Non-Waiver. No waiver, forbearance, or failure by any party of its right to enforce any provision of this Agreement shall constitute a waiver or estoppel of such party's right to enforce such provision in the future.
21. Severability. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of this Agreement.
22. Exhibits. Exhibits A, B, and C, attached hereto, are fully incorporated herein.
23. Entire Agreement. The parties hereto acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement is the complete and final understanding between them and supersedes any and all other communications between them relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement on the date entered below.

**«Agency»**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

**Indiana Housing and Community Development  
Authority**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

CFDA # 14.239

J. Jacob Sipe  
Executive Director



**EXHIBIT A**  
**AMENDMENTS AND TECHNICAL CORRECTIONS**  
**TO THE AGREEMENT**

**Award Number:** «Award\_»  
**Recipient:** «Agency»  
**Funding Source/Activity Type:** «Program» - «Agency\_Activity»

The Recipient is bound by the contents of (IHCDA's) HOME Investment Partnerships Program (HOME) application package, the Award Manual, Memos, the Application, and any other IHCDA policy, directives, or memoranda that may be published from time to time.

**AGREEMENT EXECUTION**

The Recipient must execute and return this Award Agreement to IHCDA no later than \_\_\_\_\_.

**PERFORMANCE ON EXISTING AWARDS**

The Recipient must receive a **good/acceptable** rating on IHCDA's performance evaluation of time elapsed vs. funds drawn on all open, non-expired IHCDA awards before being allowed to draw any funds on this award.

**PROGRAM GUIDELINES**

The Recipient agrees to follow the written TBRA Program Guidelines provided to it by IHCDA, as amended from time to time.

**TENANT BASED RENTAL ASSISTANCE SPECIFIC REQUIREMENTS**

**ELIGIBLE TENANTS**

Eligible tenants/TBRA program participants are inmates with severe housing barriers who do not have current permanent placement and are now at risk of being homeless or are currently homeless. Each household must also meet the following requirements: (1) the household's income must be at or below the 50% of Area Median Income; and (2) no appropriate housing options are identified for the household; and (3) the household lacks sufficient resources and support networks to immediately obtain housing.

**ELIGIBLE COSTS**

Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance for a family. Eligible costs also include utility deposit assistance, but only if this assistance is provided with tenant-based rental assistance or security deposit payment. Administration of tenant-based rental assistance is eligible only under general management oversight and coordination at §92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the tenant-based rental assistance.

**ANNUAL INCOME DETERMINATION**

The Recipient must determine annual income by examining at least 2 months of source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family.

**TERM OF RENTAL ASSISTANCE CONTRACT**

The term of the rental assistance contract providing assistance with HOME funds may not exceed 24 months, but may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease. For a rental assistance contract between the Recipient and an owner, the term of

the contract must terminate on termination of the lease. For a rental assistance contract between the Recipient and a family, the term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

### **RENT REASONABLENESS**

The Recipient must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.

### **TENANT PROTECTIONS**

The Recipient must ensure that the tenant has a lease that complies with the requirements in §92.253 (a) and (b).

### **MAXIMUM SUBSIDY**

The amount of monthly assistance that the Recipient can pay on behalf of, a household may not exceed the difference between HUD FMR for the unit size and 30 percent of the family's monthly adjusted income.

### **ANNUAL INSPECTIONS**

Housing occupied by a family receiving tenant-based assistance under this section must meet the requirements set forth in 24 CFR 982.401. The Recipient must inspect the housing initially and re-inspect it annually.

### **SECURITY DEPOSIT**

The amount of any security deposit provided in this Project may not exceed the equivalent of two month's rent for the unit.

### **TENANT SELECTION**

The Recipient must select tenants/participants in accordance with a written tenant selection policy that has been approved by IHCD. The tenant selection policy must clearly specify how families will be selected for participation in their programs.

### **PROJECT COMPLETION**

For tenant-based rental assistance, project completion means the final drawdown has been disbursed for the Project.

### **SUPPORTIVE SERVICES**

The Recipient is required to track the amount of supportive services provided to participants receiving TBRA. For purposes of this Project, supportive services may include but are not limited to case management, mental health treatment, substance abuse treatment, counseling, etc.

### **PROJECT EVALUATION**

The Project will be evaluated after twelve (12) months of operation, to determine its effectiveness in meeting the following key performance outcomes with regard to the targeted populations participating in this Project:

1. increase housing stability
2. increase income/employment
3. increase self-sufficiency

## **OTHER FEDERAL REQUIREMENTS**

### **AFFIRMATIVE FAIR HOUSING MARKETING REGULATIONS**

#### **Marketing Plan:**

In accordance with 24 CFR 200.620 and 24 CFR 92.351(a), the Recipient must adopt an Affirmative Fair Housing Marketing Plan for rental and homebuyer projects containing five (5) or more HOME-assisted housing units. The Affirmative Fair Housing Marketing Plan must consist of actions that the Recipient will take to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, religion, sex, handicap or familial status or national origin, and describe the procedures that will be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the

housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies). The Recipient must use form HUD-935.2A to create its Affirmative Fair Housing Marketing Plan.

#### **Procedures:**

The Recipient must also comply with the following:

- Maintain a nondiscriminatory hiring policy in recruiting from both minority and majority groups, including both sexes and the handicapped, for staff engaged in the sale or rental of properties.
- Instruct all employees and agents in writing and orally in the policy of nondiscrimination and fair housing.
- Specifically solicit eligible buyers or tenants reported to the Recipient.
- Prominently display in all offices in which sale or rental activity pertaining to the project or subdivision takes place the HUD-approved Fair Housing Poster and include in any printed material used in connection with sales or rentals, HUD-approved Equal Housing Opportunity logo or slogan or statement.
- Post in a conspicuous position on all \ project sites a sign displaying prominently either the HUD-approved Equal Housing Opportunity logo or slogan or statement.

#### **ONE FOR ONE REPLACEMENT [IF APPLICABLE]**

The Recipient may not use the HOME funds to reduce the number of low/moderate dwelling units to be served under the award. If any unit is lost as a result of this development, the Recipient must replace the unit if all of the following conditions apply:

1. It meets the definition of a low/moderate dwelling unit; and
2. It is an occupied or vacant occupiable dwelling unit; and
3. It is to be demolished or converted to a unit with market rents above the Fair Market Rent or its use is determined as other than permanent housing.

#### **MATCHING FUNDS**

Proposed matching funds should be expended on a pro rata basis with HOME funds to the greatest extent possible.

Contributions of volunteer labor and materials must be documented. Receipts or comparable documentation of price of donated materials must be provided. Volunteer hours must be documented by actual labor hours expended per development at the usual rates of pay for skilled workers or \$10 per hour for unskilled workers.

#### **MATCH BANKING**

The match liability for this award is 10% of HOME-eligible funds requested. HOME-matching funds in excess of the minimum match requirement generated in connection with this award may be banked with IHEDA and used toward the match liability on a subsequent IHEDA HOME award.

#### **CONFLICT OF INTEREST**

The Recipient shall carry out the Project in accordance with the conflict of interest provisions prescribed in 24 CFR 92.356. Recipient further acknowledges and agrees that no persons described below, who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. The conflict of interest provisions in this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

#### **LEAD-BASED PAINT**

The Recipient agrees that all housing constructed, redeveloped, rehabilitated, or acquired with HOME funds must comply with applicable provisions of Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, M and R upon completion of the Project.

### **SECTION 3 REQUIREMENTS**

Any recipient receiving in excess of \$200,000 in HOME funds or any contractor with an individual contract in excess of \$100,000 in HOME funds is subject to the Section 3 provisions of the National Affordable Housing Act. These provisions require the Recipient or contractor to take steps to hire low-income individuals from the development area for open positions.

### **EQUAL OPPORTUNITY AND FAIR HOUSING**

The Recipient must comply with all Federal fair housing laws and regulations, including affirmative marketing and anti-discrimination policies. In addition, the Recipient must make a documented effort to solicit minority contractors and subcontractors for any work that will be contracted.

### **MEANINGFUL ACCESS FOR LIMITED ENGLISH PROFICIENT PERSONS**

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“limited English proficient persons” or “LEP”) may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the Recipient agrees to take reasonable steps to ensure meaningful access, to activities funded with HOME Funds, by LEP persons. Any of the following actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

### **UNIFORM RELOCATION ACT**

Commitment of funds to developments for any acquisition, rehabilitation, demolition, purchase assistance, and/or relocation activities is conditioned upon IHCDAs’ verification of compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and the implementing regulations at 49 CFR Part 24.

### **PROGRAM INCOME**

Program income, as defined in 24 CFR § 570.500(a), received by the Recipient is to be returned to the IHCDAs.

### **OMB SINGLE OR PROGRAM SPECIFIC AUDIT**

- a. If Recipient expends \$750,000 or more in federal awards during the Recipient’s fiscal year it must submit its single audit to the IHCDAs within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

If the Recipient expends less than \$750,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCDAs within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

- b. IHCDAs Approved Auditor. Any auditor performing a single or program-specific audit for the Recipient that year that is required by 2 CFR 501 must be qualified by the IHCDAs in order for IHCDAs to accept the audit report submitted by the Recipient. The Recipient must submit an email to A133@ihcdas.in.gov in order to ensure that its auditor meets IHCDAs’ requirements and/or receive a copy of IHCDAs’ criteria for auditors.
- c. Sanctions: If Recipient does not adhere to the policies referenced in subparagraphs a and b of this section, at IHCDAs’ sole discretion, it may take appropriate action using sanctions such as:
  - (1) Withholding a percentage of this funding until the audit is completed satisfactorily;
  - (2) Withholding or disallowing claims;

- (3) Suspending all funding from any IHCD awards until the audit is conducted; or
- (4) Terminating this Agreement.

## **RELIGIOUS ORGANIZATIONS**

### **1. Equal treatment of program participants and program beneficiaries.**

a. Program participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program. Neither the Federal Government nor a State or local government receiving funds under the HOME program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Recipients and subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

b. **Beneficiaries.** In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

### **2. Separation of explicitly religious activities.** Recipients and subrecipients of HOME program funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.

### **3. Religious identity.** A faith-based organization that is a recipient or subrecipient of HOME program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a HOME program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

### **4. Alternative provider.** If a program participant or prospective program participant of the HOME program supported by HUD objects to the religious character of an organization that provides services under the program, that organization shall, within a reasonably prompt time after the objection, undertake reasonable efforts to identify and refer the program participant to an alternative provider to which the prospective program participant has no objection. Except for services provided by telephone, the Internet, or similar means, the referral must be to an alternate provider in reasonable geographic proximity to the organization making the referral. In making the referral, the organization shall comply with applicable privacy laws and regulations. Recipients and subrecipients shall document any objections from program participants and prospective program participants and any efforts to refer such participants to alternative providers in accordance with the requirements of §92.508(a)(2)(xiii). Recipients shall ensure that all subrecipient agreements make organizations receiving program funds aware of these requirements.

### **5. Structures.** Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. When a structure is used for both eligible and explicitly religious activities, program funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the HOME program. Sanctuaries, chapels, or other rooms that a HOME program-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME program-funded improvements. Disposition of real property after the term of the grant, or any change in the use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

6. **Supplemental funds.** If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**CONFIDENTIALITY**

Recipient must adopt procedures to ensure that all client information is handled and maintained in a confidential manner and in compliance with the requirements of all applicable state or federal laws, rules, and regulations, including, but not limited to, those relating to the release of Social Security numbers in I.C. § 4-1-10 and the notice of security breach provisions in I.C. § 4-1-11. Confidential information means any individually identifiable information, whether oral or written, about the participants who receive services and/or assistance from grantees and/or sub-recipients of the IHCD. Employees, agents, contractors or others who require access to confidential client information must sign a confidentiality agreement commensurate with the conditions set forth in this Agreement.

**Recipient:**  
**«Agency»**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

**Indiana Housing and Community Development  
Authority**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

CFDA # 14.239

\_\_\_\_\_  
J. Jacob Sipe  
Executive Director

**EXHIBIT B**  
**BUDGET**  
**TO THE AGREEMENT**

**Award Number:**                      «Award\_»  
**Recipient:**                            «Agency»  
**Funding Source/Activity Type:** «Program» - «Agency\_Activity»

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**EXHIBIT C**  
**HOME FUNDS ASSURANCES AND CERTIFICATIONS**

The Recipient or Borrower hereby represents and warrants that:

- 1) The information in the Application is complete and accurate.
- 2) It possesses legal authority to apply for and receive HOME funds.
- 3) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Recipient or Borrower to act in connection with the Application and to provide such additional information as may be required.
- 4) The Recipient or Borrower is under no administrative restrictions from federal, state or local sources.
- 5) The Recipient or Borrower will comply with all state and federal requirements related to annual audits and the conflict of interest provisions of 24 CFR 92.356.
- 6) If applicable, it has complied with all requirements of Executive Order 12372, and that either:
  - A. Any comments or recommendations made by or through clearinghouses are attached and have been considered prior to submission of the Application.
  - B. The required procedures have been followed and no comments or recommendations have been received prior to submission of the Application.
- 7) No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds will be made available in accordance with the following:
  - A. The requirements of the Fair Housing Act (42 USC 3601-20 and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 USC 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
  - B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against physically disabled individuals under section 504 of the Rehabilitation Act of ; 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8
  - C. The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60, and the Indiana Code (I.C. 22-9-1-10), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federally assisted construction contracts shall take affirmative action to ensure fair treatment employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay other forms of compensation and selection from training and apprenticeship;



- D. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), by making efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. It will follow procedures acceptable to HUD (consistent with 24 CFR 85.36(e)) to establish and oversee a minority outreach policy to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in all contracts it enters into under this award.
  - E. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701 (u)) the purpose of which is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low-income persons, particularly those who are recipients of government assistance for housing.
- 8) It will adopt and maintain in effect at all times affirmative marketing procedures and requirements for HOME-assisted housing containing five (5) or more housing units satisfying the requirements of 24 CFR 92.351(a).
  - 9) It will at all times comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulations at 49 CFR Part 24, and the requirements of section 104(d) of Title I of the Housing & Community Development Act of 1974, as amended.
  - 10) To the extent required by 24 CFR 92.354, it will ensure that any contract for the construction (rehabilitation or new construction) of affordable housing with 12 or more units utilizing HOME funds contains a provision requiring that not less than prevailing wage rates predetermined pursuant to the Davis-Bacon Act (40 USC 276a-5) will be paid to all laborers and mechanics, and that all such contracts are also subject to the overtime provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332). It will require certification of compliance with these requirements before making any payment under construction contracts.
  - 11) All housing assisted with HOME funds constitutes HUD-associated housing for the purposes of the Lead-based Paint Poisoning and Prevention Act (42 USC 4821, et. seq.) and is, therefore, subject to 24 CFR Part 35.
  - 12) It will adopt and maintain procedures to ensure that any person who is an employee, agent, consultant, officer, or elected official or appointed official of the non-participating jurisdiction, state recipient, or sub-recipient which are receiving HOME funds, who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may not obtain any contract, subcontract or agreement thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
  - 13) Neither the Recipient or Borrower, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
  - 14) The Recipient or Borrower shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001-4128).

- 15) The Recipient or Borrower will not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request will be limited to the amount needed.
- 16) The Recipient or Borrower will give IHCD, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to its HOME-assisted activities.
- 17) In accordance with the HOME Investment Partnerships Act and with 24 CFR 92.150 of the HOME Investment Partnerships Program Regulations, the Recipient or Borrower certifies that:
  - A. Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds, in combination with other federal assistance, than are necessary to provide affordable housing;
  - B. HOME funds will be used consistent with and pursuant to the State's Consolidated Plan approved by HUD, and all requirements of 24 CFR Part 92.
  - C. No Federal appropriated funds have been or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - D. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions; and
  - E. It will require that the language of paragraph (c) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 18) The Recipient or Borrower will comply with the project requirements in Subpart F, 24 CFR 92.250 et seq., as applicable, in accordance with the type of project assisted.
- 19) A Recipient or Borrower that is sub-recipient or state recipient agrees to comply with applicable uniform administrative requirements, as described in 24 CFR section 92.505.
- 20) HOME funds will not be provided to primarily religious organizations, such as churches, for any activity including secular activities. HOME funds will not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing, except as set forth under 24 CFR section 92.257.
- 21) If the Recipient or Borrower under this agreement is a sub-recipient, it will transfer to the Authority any HOME funds on hand and any account receivable to the use of HOME funds at the time of expiration of this Agreement.
- 22) If the Recipient or Borrower is a sub-recipient or state recipient, suspension or termination may occur in accordance with 24 CFR 85.34, if the recipient materially fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44.

- 23) By signing and submitting this certification, the prospective lower tier participant is providing the certification set out below.
- A. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - B. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - C. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. (A copy of these regulations may be obtained from IHCD.)
  - D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - E. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
  - G. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - H. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
    - 1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
    - 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

